

TOWN OF GRAFTON

GRAFTON MEMORIAL MUNICIPAL CENTER 30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519 (508) 839-5335 ext 1100 • FAX (508) 839-4602 <u>www.grafton-ma.gov</u>

BOARD OF SELECTMEN MEETING AGENDA

March 21, 2017 Municipal Center, Conference Room A 7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

PUBLIC COMMENTS

1. SCHEDULE

- a) 7:00PM Pole Hearing National Grid and Verizon Powerline Drive
- b) Mill Villages Advisory Committee
- c) <u>Dave Crouse To consider purchasing DPW Trucks with Chapter 90 Funds</u>

2. APPOINTMENTS

Board of Selectmen

a) Melinda Springer – Open Space and Recreation Committee

Town Administrator

3. RESIGNATIONS

- a) Ruth T. Anderson Affordable Housing Trust
- b) Alex Sendzik Administrative Assistant/Data Collector in the Assessor's Office

4. NEW BUSINESS

- a) <u>Vote to approve One day all alcoholic license for Cummings School of Veterinary Medicine at Tufts University.</u>
- b) Vote to sign Vision Contract for Assessing Software
- c) Vote to allow chair to sign Chapter 90 Application

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

a) Draft Resolution for Gas Pipeline

7. DISCUSSION

- a) Citizens Petition Banning plastic bags at retail locations in Grafton
- b) Purchase options for new Fire Truck
- c) Debt Exclusion for DPW and/or Library projects for May Town Meeting/Ballot
- d) Recreational Marijuana Ballot consideration
- e) Town Meeting and Ballot
- 8. **MEETING MINUTES 12/13/2017**

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

ADJOURN

Schedule Item 1 (a)

Pole Hearing for Powerline Drive:

Legal notice should be read by Clerk of the Board of Selectmen. Motion to open the public hearing.

Vincent LoGuidice is here to represent National Grid for any comments or questions regarding this petition. This request is to install 2 JO Poles on Powerline Drive between the sidewalk and the curb with anchors on the sidewalk. This is to support new overhead wires for the new pump station for the Water District. Matt Pearson from the Water District, Dave Crouse and Brian Szczurko have all been notified about this petition.

Make a motion to close the public hearing

Motion:

I move that we vote to approve the request by National Grid and Verizon New England to locate and install 2 JO Poles on Powerline Drive with Anchors for the new water pump station.



OFFICE OF THE TOWN ADMINISTRATOR

30 Providence Road Grafton, MA 01519 (508) 839-5335

Town Administrator: Timothy P. McInerney mcinerneyt@grafton-ma.gov www.grafton-ma.gov

February 28, 2017

LEGAL NOTICE

The Board of Selectmen will hold a public hearing on the request of National Grid and Verizon to locate poles, wires, cables and fixtures, including the necessary anchors, guys and other such sustaining and protecting, along and across the following public way or ways:

Powerline Drive:

National Grid to install 2 JO Poles on Powerline Drive beginning at a point approximately 50 feet Southeast of the centerline of the intersection of Pleasant Street and continuing for approximately 115 feet in a Southeast direction. National Grid to install 2 new JO Poles with Anchors for town water department project.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersection public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

The public hearing will take place in Conference Room A, Grafton Municipal Center, 30 Providence Road, Grafton, MA on Tuesday, March 21, 2017 at 7:00PM.

The purpose of this hearing is to provide an opportunity for public comment, anyone wishing to, may attend.

GRAFTON BOARD OF SELECTMEN

Publish <u>Grafton News</u> March 9, 2017

national**grid**

AND FEB 28 AN 9 SH

February 14, 2017

Town of Grafton

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding this permit please contact:

Jamie Verney 508-860-6061

Please notify National Grid's Vincent LoGuidice of the hearing date / time.

If this petition meets with your approval, please return an executed copy to each of the above named Companies.

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845. Phone 978-725-1392.

Very truly yours,

Patrick Cody

Supervisor, Distribution Design

Enclosures

Questions contact – James Verney 508-860-6061

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen Of Grafton, Massachusetts

NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Powerline Drive - National Grid to install 2 JO Poles on Powerline Dr beginning at a point approximately 50 feet Southeast of the centerline of the intersection of Pleasant St and continuing approximately 115 feet in a Southeast direction. National Grid to install 2 new JO Poles with Anchors for town water department project.

Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Powerline Drive - Grafton - Massachusetts.

No. 23584596 February 14, 2017

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NATIONAL GRID
BY
Engineering Department

VERIZON NEW ENGLAND, INC.
BY
Manager / Right of Way

Grafton

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen - Grafton, Massachusetts

Notice having been given and public hearing held, as provided by law, IT IS HEREBY ORDERED:

that NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 14th day of February, 2017.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked — Powerline Drive - Grafton - Massachusetts.

No. 23584596 Dated February 14, 2017. Filed with this order

There may be attached to said poles by NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Powerline Drive - National Grid to install 2 JO Poles on Powerline Dr beginning at a point approximately 50 feet Southeast of the centerline of the intersection of Pleasant St and continuing approximately 115 feet in a Southeast direction. National Grid to install 2 new JO Poles with Anchors for town water department project.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the of the City/Town of , Massachusetts held on the day of 20 .

City/Town Clerk.

Massachusetts

20

Received and entered in the records of location orders of the City/Town of

Book

Page

Attest:

City/Town Clerk

I hereby certify that on 20 , at o'clock, M at a public hearing was held on the petition of NATIONAL GRID and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/	City/Town Clerk.		
••••••	• • • • • • • • • • • • • • • • • • • •		

Board or Council of Town or City, Massachusetts			

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the of the City of Massachusetts, on the day of 20, and recorded with the records of location orders of the said City, Book, Page. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

City/Town Clerk

NFRID

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City/Town Clerk.
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Verizon

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City/Town Clerk.	
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ard or Council of Town or City, Massachusetts	Board or

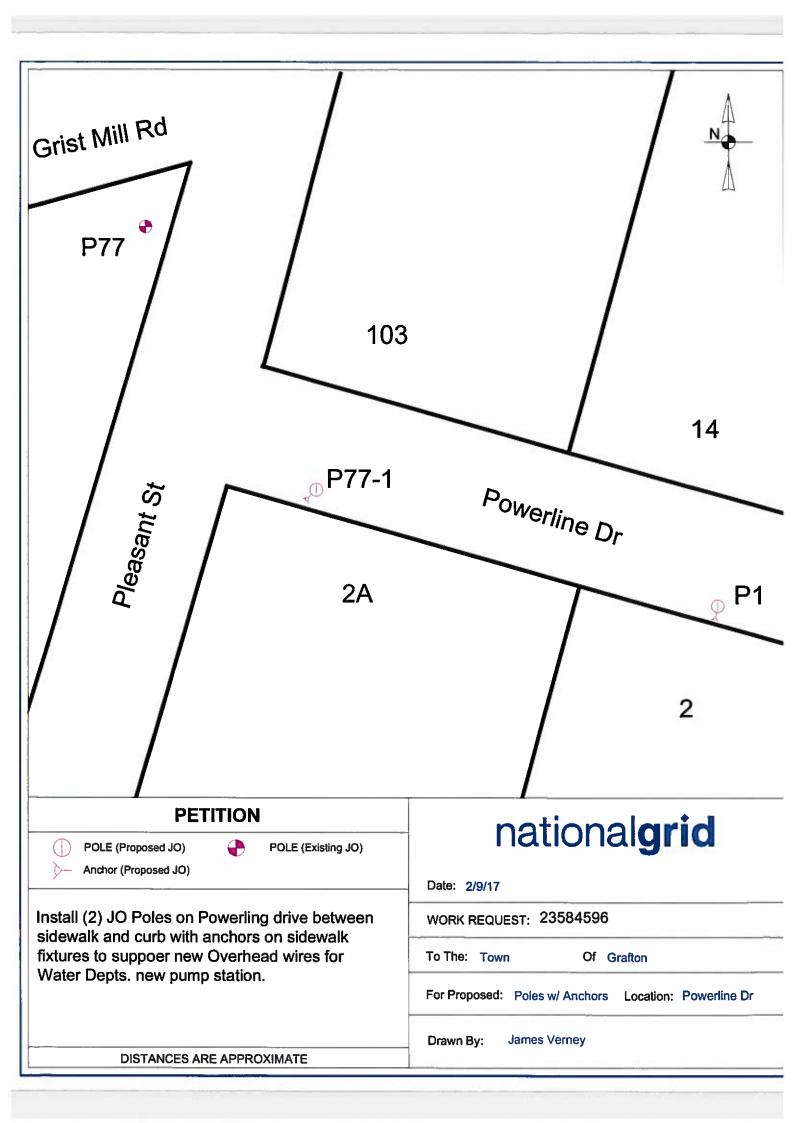
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Attest:

City/Town Clerk



Schedule Item 1 (b):

Mill Villages Advisory Committee

The purpose of this meeting is to discuss the best way to protect the park. Some initial ideas are:

- Cameras
- Increased police patrol
- Fencing
- Boulders/Large Rocks

The Mill Villages Advisory Committee made a request to come before the Board of Selectmen on January 25, 2017 to discuss work items outlined in the correspondence included in this packet. This comes on the heels of the recent vandalism at the Park which has brought security issues to light. The last time the Committee was before the Board of Selectmen was in September of 2016. The initial temporary solution to decrease vehicle travel into the park was to utilize the boulders. However, since the recent vandalism in the park, it is clear that the boulders do not offer enough of a barrier to prevent cars from driving through the park. There was previously discussion surrounding the use of granite curbing and that there could potentially be CPC funds available to fence/curb the park. The Committee is here to continue that conversation on security issues. The Chief of Police and Dave Crouse have been contacted for comment on these issues.

Comments from the Chief of Police are below:

The large rocks that were placed at the site would be an effective deterrent to vehicles driving on the grass area. The issue is that they were not placed close enough together. In order to deter vehicles, the rocks should have been placed no more than four feet apart around the entire perimeter of the grass area. This of course will not stop motorcycles from driving on to the grass. I am concerned that small children playing/running on the grass area could trip and injure themselves on the rocks if they are not careful.

Maintenance around the rocks could also be a concern as the grass will need to be trimmed around each one which could be time consuming and tedious at best. Mulch could be laid around the rocks however, this would require annual maintenance also.

Granite curbing would have to be no less than 8-12 inches high in order to deter vehicles from entering the grass area. Once again, in order to be effective, the curbing would have to be installed around the entire perimeter.

Fencing is another option that was mentioned. This would be more secure but not as aesthetically pleasing, especially since the fencing would have to encircle the entire park. This would also require additional maintenance involving grass trimming around the entire fence.

The access road traveling to the back of the park should continue to be chained and locked unless an event is taking place.

Mill Villages Advisory Committee

TOWN OF GRAFTON

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30 PROVIDENCE ROAD
GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext. 1120 • FAX (508) 839-4602
www.grafton-ma.gov

JAN 2 5 2017

BOARD OF SELECTMEN GRAFTON, MA January 18, 2017

Mrs. Jennifer Thomas, Chairwoman Board of Selectmen Grafton Memorial Municipal Center 30 Providence Road Grafton, MA 01519

Dear Ms. Thomas:

The Mill Villages Advisory Committee would like to arrange to meet with your Board as a whole or with representatives to discuss the follow up work items outlined in correspondence sent to you on September 27, 2016 (see attached). As you know the recent vandalism at the Mill Villages Park heightens the need to address the long term security and maintenance issues. We respectfully request that this matter be considered at your convenience in the near future.

We look forward to hearing your decision on this matter. Thank you.

Sincerely,

Philip Gauthier, Chairman

Mill Villages Advisory Committee

cc: Nick Bernat, Natura Landscape

Attachments



TOWN OF GRAFTON

GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD
GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext. 1120 • FAX (508) 839-4602
www.grafton-ma.gov

September 27, 2016

Mrs. Jennifer Thomas, Chairwoman Board of Selectmen Grafton Memorial Municipal Center 30 Providence Road Grafton, MA 01519

Dear Ms. Thomas:



The Mill Villages Advisory Committee would like to thank the your Board for the productive conversation at our joint meeting on September 6th. We look forward to working with you to advance the ongoing projects and programming at Mill Villages Park. And as part of our ongoing efforts to raise funds for programming and maintenance of the Park attached you will find applications for the Commemorative Brick Program. New brick orders will be installed in May 2017. They make great holiday gifts!

Our committee met at the Park on September 15th to review the work items discussed at our joint meeting. Present for that meeting were the Committee (all members in attendance), Phil Johnson of the Parks & Cemeteries division of the Highway Department and Nick Bernat of Natura Landscaping. The group reviewed the request of your Board to evaluate the security issues on site and in particular to make recommendations for the short term prevention of vandalism. After review of the issues including maintenance concerns raised by Mr. Johnson, the Committee voted to recommend the following:

- Access Road Misuse: Install a chain on the existing posts at the two points of access to the dirt access road that runs from Main Street to the parking lot. This was the original intent of the Committee several years ago as that access road was only intended to be used during events for vendor / performer loading and unloading. It was interesting to note that during our site visit the group witnessed multiple cars using that access road to drop people at the rear of the site who then proceeded to enter Mr. Bernat's private property.
- Access Road Boulders: Boulders along the access road can be removed as the chains will
 solve the problem of cars using the access road in a manner that has, in the past, led to
 vandalism of the pavilion cement pad and the unintended use of the road as an internal
 circulation component.
- Parking Lot: Boulders along the parking lot currently being used to prevent people from driving up onto the grass and into the rain garden.

Maintenance: It was agreed that the boulders create additional maintenance time. It was noted that the Committee had hired Mr. Bernat to maintain the Park area for the season excluding fertilizing. As part of his duties Mr. Bernat had agreed to cutting grass and

Mill Villages Advisory Committee Correspondence to Board of Selectmen September 22, 2016 Page 2

trimming around the boulders. Mr. Johnson did not object to that arrangement and it was noted that this would be the agreement only through the Fall of 2016. Maintenance issues would be revisited throughout the winter in preparation for the spring growing season.

Boulder Placement: it was noted and agreed upon that there is enough room between the existing boulders for vehicles to pass through which continues to be a security risk. It was decided that the existing boulders would remain in the interim until such time as a long term plan was recommended by our Committee to your Board for approval. The Committee will work throughout the winter to prepare a plan for your Board's review. However, in the meantime, it was regognized that additional measures need to be taken to close the gap between the boulders. At the site visit the group rejected the idea of adding more boulders for aesthetic reasons. It was noted that a donation of several concrete parking bumpers were donated and are currently residing on site. The Committee is recommending that one bumper be placed in each of the gaps between the boulders along the perimeter of the interface between the parking lot and the park grassy area only. It was felt by all that this would be the least visually intrusive, temporary solution to prevent cars from driving up onto the grass.

The Committee respectfully submits these recommendations for your review and approval. Please let us know if you wish us to attend a joint meeting to discuss the matter. We are also available to meet you at the Park to review the work items in advance of your decision. Our next meeting is October 20th but we could arrange an earlier time if need be.

We look forward to hearing your decision on this matter. Thank you.

Sincerely,

Philip Gauthier, Chairman

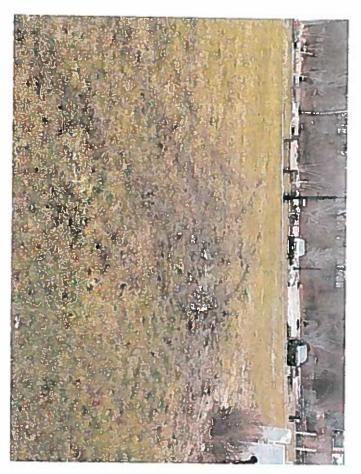
Mill Villages Advisory Committee

cc: Nick Bernat, Natura Landscape

Attachments



















Damage / Vandalism Mill Villages Park December 26, 2016







BOS MEETING MINUTES SEPTEMBER 6, 2016

Medical Marijuana - Nature,s Remedy - Continued to September 20, 2016

Mr. Hanna made a motion to continue Nature's Remedy - Continued to September 20, 2016. Mr. Padgett seconded, all were in favor.

Mill Villages Advisory Committee

Mr. Phil Gauthier, Chair of Mill Villages Advisory Committee addressed the Board about the boulders at the mill villages' park. The Committee had them put them there to keep the cars off the grass. In the meantime, Main Street will be done over from the Sutton line down. Mr. Gauthier had asked the engineer what they are going to do with the granite curbing they are taking out. He said storing it. Mr. Gauthier stated he would like to use the granite, but in the meantime and thought that they should put the boulders there. We've had trouble with people changing oil under the pavilion.

Mr. Willardson stated that people can drive around them the boulders that are there. It is a temp solution but not a good one. We need to come up with a better one.

Mr. Gauthier stated that he has to agree and some of them are far away. But if we are going to get the granite curb for nothing and put it in the park, we have to ask for it.

Mr. Kenneth Grew stated that because we have the movies in the park in the summer we want to provide safety. All solutions cost money, which the Committee does not have. Nick Bernat said he has boulders and can help. The current boulders have decreased the situation of the cars going on to the grass. We were disappointed not involving the Board in the initial discussion. The rocks are also at state parks, it's not unbecoming and we are in the process of looking at a long range plan because are in development of walkway over by the damn. We have been selling the bricks to families to try to raise money for their committee. We have been able to do a lot of helpful things. We would like to do more since there will be work going on down on Main Street.

Mr. Grew also suggested a stand with disposable bags for dogs would be another helpful thing we could. If not maybe we will buy it out of the brick money.

JT what the committee would like to do is allow the boulders to stay until the curbing is available.

Mr. Grew said yes. This is something that needs to be done.

Mr. Dauphinais stated he is glad the committee is here and there needs to be communication. The property across the street will be developed soon. He feels we can do better than the boulders. With CPC funds we could do something before 2019 unless you have your heart set on the granite berm. We will help you on our end. We have a pot funding source from CPC. Every park we have in town has fencing. It's a small park. There is a rode going around.

BOS MEETING MINUTES SEPTEMBER 6, 2016

Ms. Morgan stated that the original road was never intended for an internal access road. We spoke at our last meeting when that park was originally designed not a lot of thought was put into maintaining the park. With that in mind and know that the long term health of that park will need some things. Security, security camera's. There is a lot of vandalism. Our collaboration is to work with the Town Administrators office for a final long range plan for that park, fencing, security. What do we need long range plans to make sure that the park stays healthy and fiscally responsible. The Committee is thinking about putting an RFP for a finish plan and bring it to the Board and then go looking for funding. Only 70 bricks left to sell. The money will eventually run out.

Mr. Dauphinais stated that Mr. Bernat had a pile of granite for years. Large rectangular slabs, if we had to work something out with him we could do that.

Mr. Gauthier stated that another thing they are going to do. Looking at an old bridge to bring it over the canal and metal fabrication. That's in the works. We have plenty of granite to put under it.

Doug stated that we can come up with a plan, in the short term if we need to add a couple of more boulders we will.

EDC -Discussion of November 2015 Goals

Members of the EDC were present.

Ms. Thomas stated that Board would like to talk about what happened last November. Mr. Willardson wanted to make sure the Goals that we set then are still viable.

Mr. Scully stated that as the end of January the EDC did not have a chair and that half of the members quit because of the Memo from the TA in November 2105. The memo outlined things was not what they wanted to do. Mr. Scully was acting chair at that time as person who had been elected had quit.

Mr. Dauphinais asked how many members were on the committee then. Mr. Scully stated the Selectmen raised the membership to 11 and that the EDC did not quite fill that. There are five including Mr. Dauphinais

Ms. Robbins, asked if the membership will stay will 11 members. Ms. Thomas feels we should speak about that tonight.

Mr. Scully said 7 was a number he had a conversation with Mr. Dauphinais about. Perhaps we need additional representatives from the business community that could provide an insight in conducting business with town and the economic climate day to day. Maybe provide their experience.

Mr. Scully it opens up to people who don't want to serve in an official capacity as they are not actually allowed to because of their contract agreements with their employers.

Schedule Item 1(c):

Dave Crouse – to discuss purchase of DPW Vehicles with Chapter 90 funds

This request came before the Board during the Capital Plan presentation. This year, in order to fund the DPW request for 2 new trucks, that Dave is here to give details on, we recommended using Chapter 90 funds in order to leave more capital available for other projects. Dave met with CIPC and they had no comments relative to using Chapter 90 funds for this purpose. There has been no meeting with DPW Advisory Committee to discuss the purchase of these trucks. There have been several attempts but conflicts continue to come up when scheduling.

We have sent the Chapter 90 requests to the state, however, if the Board decides that they do not want to use Chapter 90 funds for this purpose, we can simply withdraw the request.

Appointments:

Board of Selectmen 2 (a):

Melinda Springer to the Open Space and Recreation Committee.

This committee consists of 7 members and is charged with pursuing goals and objectives, and set community direction concerning preference regarding conservation and recreation. The membership consists of a member of the Selectmen, a member of the Recreation Commission, the Conservation Commission, Land Trust delegate, Planning Board delegate and 2 citizen representatives. Melinda currently serves on the Grafton Cultural Council.

Motion

I move we appoint Melinda Springer to the Open Space and Recreation Committee for a term of 3 years.



Grafton, MA 30 Providence Road

Phone: 508-839-5335

Citizen Activity Form

Good Government Starts with You

Date Submitted: March 3, 2017

Name: Melinda Springer

Home Address: 18 Keith Hill Road

GRAFTON, MA 01519

Mailing Address: 18 Keith Hill Road

GRAFTON, MA 01519

Phone Number(s): (508)265-8718 - Cell

Email Address: melindajspringer@gmail.com

Current Occupation/Employer:

Narrative: I am available most weekdays. My background includes a vocational high school education, a

Bachelor's Degree in Business Management and I am currently working on my Master's Degree

in Mental Health Counseling. While I do not have notable experience in open space or

recreational planning; I am willing to learn and spend my time helping keep Grafton the beautiful

town it is now. I am currently a member on the Grafton Cultural Council.

Board(s) / Committee(s): OPEN SPACE AND RECREATION COMMITTEE

ou?

Resignations

Ruth T. Anderson from the Affordable Housing Trust 3 (a)

Motion:

I move we accept the resignation of Ruth Anderson from the Affordable Housing Trust and send her a letter of thanks for her service.

Alex Sendzik as the Administrative Assistant/Data Collector in the Assessor's Office 3 (b)

Alex has been with the Town since October of 2015. He will go on to work for the Town of Westborough's Assessing Office.

Motion:

I move we accept the resignation of Alex Sendzik from the Assessor's Office.

30 Elmwood Street

S. Grafton, Massachusetts 01560

March 6, 2017

Board of Selectmen Town of Grafton 30 Providence Road Grafton, MA 01519

Dear Board Members:

Please accept this letter as my resignation from the Affordable Housing Trust. While I maintain my belief in the importance of the development of affordable housing in Grafton, my family dynamics have changed in the last year, and I am needed more at home to help care for my grandchildren. I hope that when my schedule opens up again in the future that I will be able to aid the Trust in any way possible. Thank you.

Sincerely,

Ruth T. Anderson

Rush anderson

Alexander Sendzik 84 Huntington Av Marlboro, MA 01752 Alsendzik@yahoo.com

03/01/17

Mary Oliver Principal Assessor Town of Grafton 30 Providence Rd Grafton, MA 01536



Dear Mary:

I am writing to announce my resignation as Data Collector for the Town of Grafton, effective 03/01/2017 and my last day will be 3/14/17.

This was not an easy decision to make. The past year and a half have been very rewarding. I've enjoyed working for you (although briefly) and everybody else in Town.

Thank you for the opportunities for growth that you have provided me.

I wish you and the Town all the best. If I can be of any help during the transition, please don't hesitate to ask. I am willing and able to do contract work for the office after hours, after I leave, for data entry, inspections or any other backed up office work.

Sincerely,

Alexander Sendzik

ale Sa

New Business Item 4 (a)

Vote to approve One Day All Alcoholic License for the Cummings School of Veterinary Medicine

This event is a thank you reception for the donors of the Foster Hospital for Small Animals Renovation Project. They anticipate about 50 people (at the most) to attend the event. Peppers Catering will be serving both food and alcohol. All bartenders are TIPs certified and they are insured for 1 million for liquor and 3 million general liability. This event will take place on April 20, 2017.

The Chief has been informed about this application.

Motion:

I move we approve the one day all alcoholic license for the Cummings School of Veterinary Medicine for the event being held on April 20, 2017 from 5:30-9pm at the Administrative Building at Tufts Veterinary School.

Cumm	Development and Alumni Relations	Universi	DATE: December 1, 2016			
Comp	any Name:					
	Application for and/or renewal of Town Licenses. Please complete both sides and return to the Board of Selectmen with your payment.					
renew	** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.					
	•		-			
	ats and Measures in accordance with Chapter		t have these devices tested annually by the Sealer of Massachusetts General Laws.			
(1) FH	ISA Opening Event, 4/20/17, 5:30—9 pm	(1)Adr	ninistration Building			
Date(s) of Function		Location of Function			
	Honorable Board of Selectmen of Grafton, Massachusetts					
I hereb	by respectfully make application for a Renew enclosed.	/al()/On	riginal () license as indicated by (X), for which the			
()	Garage Class(\$100)	()	Music (\$10)			
()	Peddler (\$25.00)	()	Common Victuallers (\$25)			
()	Pool Room, tables at (\$25) each	()	Innholders (\$25)			
()	Bowling, alleys at (\$25) each	()	One Day Beer & Wine (\$25) x [No of events]			
()	Auctioneer (\$25)	(X)	One Day All Alcoholic (\$25)			
()	One Day Auctioneer (\$10)	()	Second Hand Articles (\$40)			
()	Pinball (\$30). Include name and manufact of machine below. If more space is neede please use reverse side					
	-	Busine	ss Name: Cummings Development & Alumni Relations			
		License	e in name of: Tina Rice			
Name:		Title: I	Director of Development			
Manufacturer:		Business Address: Development and Alumni Relations Cummings School of Veterinary Medicine at Tufts University 200 Westboro Road North Grafton, MA 01536-1895				
Phone No.: 508-887-4867 Email: tina.rice@tufts.edu						
		Resider	nce: <u>N/A</u>			
		Phone :	No. <u>N/A</u>			
	Signature of Applicant:	T	Rice			

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

(Print) Name (of individual or Corporation as applicable) 200 Westboro Road				
Street Address North Grafton	MA	01536		
City/Town	State	Zip Code		
Joseph Mi	Marus	Executive Associate Dean		
* Signature of Indi Corporate Name	vidual or	Re: Corporate Officer (mandatory, if applicable)		
FEIN: 042103634				
Social Security No.				

- This license will not be issued unless this certification clause is signed by the applicant.
- ** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 12/1/16

your Official TIPS Certification Card.

h you as evidence of your skills and knowledge in the responsible nsumption of alcohol.

tulations!

essfully completing the TIPS (Training for Intervention ProcedureS) ou have taken your place in the forefront of a nationwide movement . ie tragedies resulting from the misuse of alcohol. We value your n in the TIPS program.

help to provide a safer environment for your patrons, peers and/or by using the techniques you have learned and taking a positive wards alcohol use.

ave any information you think would enhance the TIPS program, or ssist you in any way, please contact us at 703-524-1200. Thank you dication to the responsible sale and consumption of alcohol.

Sincerely,

Adam F. Chafetz President, HCI

IMPORTANT: Keep a copy of this card for your records. Write down your certification number because you will need it when contacting TIPS. For assistance or additional information, contact Health Communications, Inc. by using the information provided on the reverse side of your certification card. There is a minimal charge for a replacement card if your original card becomes lost, damaged or stolen.

NeTIPS On Premise 2.0 SSN:

XXX-XX-XXXX

Issued: 6/13/2014

Expires: 6/13/2017

1D#:

3748248

D.O.B XXXXXXXXXXX

Lynne N Doody SKS Inc 43 Hudson St

Northborough, MA 01532-1921

For service visit us online at www.gettips.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGES	- 4	PERTIEICATE MIMBER-16-17 CRD	T DEVISION NI IMPED.			
Northborough	MA	01532	INSURER F:			
43 Hudson Street			INSURER E :			
DBA: Peppers Fine Foo	ods		INSURERD Assoc Industries Mass Mutual	<u> </u>		
SKS Inc.			INSURER C: Peerless	24074		
INSURED			INSURER B. Excelsior Insurance Company	11045		
	MA	01760	INSURER A: Peerless Insurance Company			
			INSURER(S) AFFORDING COVERAGE	NAIC#		
233 West Central Street			ADDRESS: selectwork@easterninsurance.com			
Eastern Insurance Group LLC			PHONE (800) 333-7234 x66807 FAX (A/C, Ng): (781) 586-8244			
PRODUCER			CONTACT Select Department			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DDYYYYY)	POLICY EXP (MM/DDYYYYY)	LIMITS		
	GENERAL LIABILITY						EACH OCCURRENCE \$	1,000,00	
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$	300,00	
A	CLAIMS-MADE X OCCUR	x		BKS55896765	4/1/2016	4/1/2017	MED EXP (Any one person) \$	15,00	
							PERSONAL & ADV INJURY \$	1,000,00	
							GENERAL AGGREGATE \$	2,000,00	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$	2,000,00	
	X POLICY PRO- JECT LOC					1	\$		
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	1,000,00	
В	ANY AUTO		x	BA1272438		4/1/2016		BODILY INJURY (Per person) \$	
-	ALL OWNED X SCHEDULED AUTOS	x			BA1272438		4/1/2017	BODILY INJURY (Per accident) \$	
	X HIRED AUTOS X NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	
			<u> </u>				Schedule Mod Factor 1 \$		
	X UMBRELLA LIAB X OCCUR	1					EACH OCCURRENCE \$	1,000,00	
С	EXCESS LIAB CLAIMS-MADE				4/1/2016	4/1/2017	AGGREGATE \$	1,000,00	
	DED X RETENTIONS 10,000	Х		USO55896765			s		
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X WC STATU- OTH- TORY LIMITS ER		
	LANY PROPRIETOR/PARTNER/EYECLITIVE	N/A			1		E.L. EACH ACCIDENT \$	500,00	
	(Mandatory in NH)			MMZ8006037012015A	4/1/2016	4/1/2017	E.L. DISEASE - EA EMPLOYEE \$	500,00	
<u> </u>	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$	500,00	
	Liquor Liability			BKS55896765	4/1/2016	4/1/2017	General Aggregate	\$2,000,00	
A							Each Occurrence	\$1,000,00	
				<u> </u>			<u> </u>		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Caterer

Tufts University is an additional insured on the General Liability, Auto and Umbrella policy when required by written contract or agreement.

CERTIFICATE HOLDER	CANCELLATION
Tufts University	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Cummings School of Veterinary Medicine Tina L. Rice 200 Westboro Road	AUTHORIZED REPRESENTATIVE
North Grafton, MA 01536	John Koegel/KH3

ACORD 25 (2010/05)

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INS025 (201005) 01

New Business Item 4 (b)

Vote to sign Vision Contract for Assessing Software

Mary Oliver, Principal Assessor is here to speak on this matter.

Conversion from state CAMA to Vision Government Solutions.

There was a software consortium that created CAMA. The new administration does not want to support CAMA through the DOR any longer and has suggested that the Town move forward with another provider. Prior to leaving, Drew and the Board of Assessor's recommended that we go with Vision Solutions.

Upon review of Vision 's Statement of Work the Assessor's office would like to move forward by locking in the contract for a conversion to begin in September. A 50% (\$5000.00) deposit of the License Fee will be due at the signing of the contract to secure our date for conversion. The cost of the software conversion will be a \$29,000 one-time cost, which will include License Fee, Training, Installation and Data Conversion. Annual cost for maintenance is \$5,510 with up to 3% increase. The funds have already been appropriated in FY 2017 budget for the Conversion.

Motion:

I move we vote to allow the Chair to sign the contract with Vision Government Solutions for software for the Assessor's Office.



This CAMA Software Statement of Work ("SOW") is made part of the Master Software License and Services Agreement by and between Vision Government Solutions, Inc., a Massachusetts corporation with its principal place of business at 44 Bearfoot Road, Northboro, Massachusetts 01532 ("Vision") and the Political Subdivision identified below ("Customer") (the "Agreement"). Vision and Customer may be collectively referred to as "Parties" or individually as a "Party."

WHEREAS, Vision is willing to provide, and Customer desires Vision's provision of certain Software, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the conditions and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1 Definitions

- 1.1 All capitalized terms used herein shall have the meanings attributed to them within the Agreement unless otherwise noted.
- 1.2 "User" shall mean a named end-user of the Software who has the Software installed upon his/her workstation.

2 Software Description

- 2.1 The Software is the Vision Government Solutions, Inc., Windows-based computer-aided mass appraisal (CAMA) software, *Appraisal Vision*TM V6. The software elements included are designed for real estate valuation including, cost and comparison sales, data maintenance, sales analysis, reporting and query, image display, personal property valuation, and income capitalization.
- 2.2 The Customer's Designated Hardware must comply with *Appraisal Vision* V6 hardware specifications to ensure proper software functionality.

3 Users

- 3.1 The Software is being licensed pursuant to the Agreement with the understanding that it shall only be installed on the Designated Hardware and on workstations for use up to the maximum number of Users identified below.
- 3.2 The maximum number of Users is five (5).

4 Warranty; Maintenance

- 4.1 The Software Warranty as described within the Agreement shall be the exclusive warranty governing the Software provided within this SOW.
- 4.2 The Services Warranty as described within the Agreement shall be the exclusive warranty governing any Services provided within this SOW.
- 4.3 Any software maintenance separate from any software maintenance which may be part of the Software Warranty shall be governed by a separate Schedule.

5 Installation Services

5.1 Subject to Customer making available to Vision appropriately configured and located hardware in a safe environment, Vision shall install the Software on the Designated Hardware. Customer shall promptly, upon completion of such installation, test the Installed Software using its data and notify Vision of any Defects.

6 Conversion Services

6.1 Vision will review Customer's data in order to assess a reasonable timeline for the conversion.



GOVERNMENT SOLUTIONS

- 6.2 In order for Vision to meet any predetermined milestones of the project, the Customer agrees to comply with following requirements. The Customer's failure to comply may result in an adjustment to any timing of deliverables or incur additional cost:
 - a) Customer shall provide to Vision the Customer's data dictionary. The data within such dictionary shall be either (i) in an ASCII file format along with an unambiguous file layout for sketches, or (ii) database files in Oracle or SQL format.
 - b) Any transverse language provided to Vision shall be in a non-proprietary format. It is the Customer's responsibility to provide the sketch data in a format that the Software can read or understand, or easily electronically converted. This may require the Customer to seek assistance from the legacy system vendor.
 - c) Any delivery of data to Vision shall be by CD/DVD, FTP site upload (site provided by Vision), USB flash drive or USB external drive.
 - d) Customer shall provide Vision with a complete set of data files to be converted. Vision charges an additional fee on a time-and-material basis for any Customer data which Vision needs to pull from the Customer. Vision requires that all files, sketches, photos and associated documents be delivered before the beginning of the conversion. Vision shall perform one electronic conversion per Customer's real estate file. Two real estate file conversions are included in the project pricing. All real estate files and custom items must be converted simultaneously. Any changes made to the legacy system after the electronic data is submitted to Vision are the Customer's responsibility.
 - e) Customer shall run a full recalculation of each database prior to conversion. All errors reported in the recalc error log are to be corrected prior to delivery of files to Vision.
 - f) Parcels which encounter a value change will be placed on "value freeze" or "value override" within the Software.
 - g) Customer is responsible for the quality of the data it provides to Vision. Incomplete files, erroneous data, or data which is otherwise unsatisfactory for conversion which leads to rework by Vision will be an additional charge and in may also impact the project timeline.
 - h) Customer shall provide consistent parcel information. Vision will notify Customer of any discrepancies found and will make reasonable attempt to correct errors, where feasible. Vision will provide a list to Customer of any uncorrected data that is incomplete or contradictory.
- 6.3 Both Vision and Customer understand and agree that any predetermined dates and/or schedules as they relate to the installation of the Software and conversion of data shall be adjusted to reflect the actual date of commencement. Some project milestones may require the Customer to provide certain information or documentation to the Vision before Vision shall be able to commence. Any delay in the Customer's provision of any required information or documentation to Vision may extend any affected deadlines by a number of days equal to the number of days delayed with any weekend date moving to the next business day.
- 6.4 Vision agrees to commence installation and data conversion according to a mutually agreed upon timeline between the Parties.

7 Training Services

- 7.1 Vision shall conduct training sessions for up to the maximum number of Users identified above.
- 7.2 Training sessions shall address three distinct levels of expertise:
 - a) Daily CAMA usage,
 - b) Advanced appraisal usage, and
 - c) Technical support.
- 7.3 The Customer shall provide suitable facilities for training sessions according to Vision's requirements for effective knowledge transfer.
- 7.4 The Customer must give notice of any training session cancellation to Vision at least 12 hours prior to the commencement of the training session. A failure to do so will result in the Customer being charged for the training session whether it is or is not held.
- 7.5 The quantity of training to be provided is as follows:



GOVERNMENT SULUTION

a) Two (2) days of training provided at Customer's location.

8 Fees and Payments

- 8.1 The Customer shall make payment within 30 days of receiving an invoice.
- 8.2 The License Fee shall be paid in the following manner:
 - a) 50% upon signing of this SOW during FY2017
 - b) 40% upon installation
 - c) 10% upon system acceptance
- 8.3 All Services not already included as part of the License Fee will be billed monthly as rendered and any additional expenses will be billed as incurred.
- 8.4 Should the maintenance of the Software after the Upgrade has been completed begin at any point prior to the scheduled renewal date of the maintenance for the Software, the increased Fees for maintenance will be billed prorated for that portion of the maintenance period up to renewal date.
- 8.5 The Fees shall be as follows:

a)	Appraisal Vision CAMA Software License Fee	\$10,000
b)	Training	Included in License Fee
c)	Installation	Included in License Fee
d)	Data Conversion	\$19,000
e)	TOTAL Fees	\$29,000

8.6 With the Customer's prior approval, Vision shall invoice any reasonable travel expenses including lodging, airfare and other expenses incurred.

9 Optional Services

9.1 Within ninety (90) days of the signing of this SOW, and for the additional fees listed with each item below, the Customer may elect to add the following optional services. The fees for these optional services are subject to change annually.

d)	Integrated GIS Module – Maintenance and Support	\$525/уеаг
c)	Integrated GIS Module - Software License	\$3,000
b)	Additional User Training	\$650/day
a)	Personal Property Conversion	\$1,000

10 Termination

- 10.1 Customer shall have the right to terminate this Schedule upon thirty (30) days' written notice to Vision.
- 10.2 Any termination of the Agreement shall result in the immediate termination of this Schedule subject to the terms and conditions of the Agreement and this Schedule.
- 10.3 The termination of this Schedule shall be without prejudice to any rights of either party against the other, and such termination shall not relieve either party of any of its obligations to the other existing at the time of termination.



By signing below, each party acknowledges that it has read this SOW and the Agreement to which it is attached, understands them, and agrees to be bound by their terms and further agrees that they are the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the Parties relating to the subject matter of this SOW. This SOW may not be modified or altered except by a written instrument duly executed by both parties.

FURTHER, each Party has full power and authority and has been duly authorized to enter into and perform its obligation under this SOW, including Customer's authority to enter into an agreement of this scope and duration, all necessary approvals having been obtained. The execution, delivery and performance of this SOW by each Party shall not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order decree or security instrument to which such Party or any of its principles is a party or subject to.

In witness whereof, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

Customer: Town of Grafton Attn: Mary Oliver, Assessor 30 Providence Road Grafton, MA 01519	Vision: Vision Government Solutions, Inc. 44 Bearfoot Road Northboro, MA 01532
Signature:	Signature:
Ву:	By:
Its:	Its:
Date:	Date:



MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

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Statements of Work, Schedules and other addenda may be attached as necessary



This Master Software License and Services Agreement ("Agreement") is made and entered by and between Vision Government Solutions, Inc., a Massachusetts corporation with its principal place of business at 44 Bearfoot Road, Northboro, Massachusetts 01532 ("Licensor" or "Vision") and the Political Subdivision identified below ("Licensee"). Licensor and Licensee may be collectively referred to as "Parties" or individually as a "Party."

WHEREAS, the Licensor has developed and owns, or has the right to use and/or license, certain software and related documentation that Licensee desires to use; and

WHEREAS, Licensor is willing to grant a license to Licensee to use, and Licensee desires to use, such software and related documentation, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the conditions and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1 Definitions

- 1.1 "Defect" shall mean reproducible errors in the Software which prevent the Software from performing in all material respects in accordance with the Documentation, when operated in the proper environment and used in accordance with all applicable instructions.
- 1.2 "Designated Hardware" shall mean the central processing unit (CPU), local area network, or network server or other hardware specified or permitted by Vision designated by the Licensee and in compliance with any known required specifications, and if applicable, the number of users set forth on the applicable Schedule or other addendum attached hereto and made a part hereof. The Designated Hardware may be a tablet in the event a CAMA Software for Tablets Schedule is executed by the Parties and annexed hereto. "Documentation" shall mean the user documentation describing the Software and providing guidelines for its use, and any and all additions and updates thereto provided to Licensee by Licensor, and any portion of the foregoing.
- 1.3 "Enhancement" shall mean collectively any modification, addition, or change to the Software that provides error corrections or efficiency alterations to the Software, designated as such in Licensor's sole discretion. Enhancements are provided by Licensor to Licensee under this Agreement and/or pursuant to an applicable Schedule or other addendum, without an additional charge as part of warranty or maintenance Services; provided Licensee has not breached this or any other Agreement between Licensor and Licensee. Licensor will designate Enhancements by indicating a change in the second digit of the software release number {e.g. the first Enhancement to product "x" version 6.0 will be designated 6.1}.
- 1.4 "Installed Software" shall mean the specific Software being licensed to Licensee by Licensor as specified on any applicable Schedule, without regard to the method by which Licensee accesses such Software.
- 1.5 "License" shall mean the license granted hereby to the Licensee by the Licensor for the Software.
- 1.6 "Location" shall mean the permitted location for the Designated Hardware, as listed on the applicable Schedule(s) annexed hereto and made a part hereof.
- 1.7 "Module" shall mean a dependent software program that works with the Software but provides separate and optional functionality, which may be offered to Licensee for an additional charge.
- 1.8 "Person" shall mean any individual, partnership (general, limited or otherwise), limited liability company, corporation, joint venture, trust, trustee, unincorporated association, proprietorship or other legal entity, or any government, agency or subdivision thereof.
- 1.9 "Prices" shall mean the then-current list prices of Licensor for Software or Services. The price list in effect on the date of this Agreement may be annexed hereto as an applicable Schedule.
- 1.10 "Schedule" "shall mean any additional document that is attached hereto, made a part hereof and incorporated into this Agreement by reference, that is executed by both Parties.



- 1.11 "Services" shall mean all the conversion, support, update, modification, installation, implementation, maintenance, consulting, training or other services provided to Licensee by Licensor or any designee of Licensor, pursuant to this Agreement and any applicable Schedule.
- 1.12 "Software" shall mean the Installed Software and any and all Enhancements and Upgrades, custom and other software hereafter provided to or obtained by Licensee pursuant to this Agreement, any other agreement between Licensee and Licensor, whether in object code, source code or any other form, and any portion of the foregoing. The Software may be further defined in any applicable Statement of Work.
- 1.13 "Statement of Work" shall mean a specific type of Schedule that specifies, among other things, the Software and Services being purchased and/or licensed by Licensee, and the number of users authorized to use the Software.
- 1.14 "Upgrade" shall mean collectively any significant modifications or changes to the Software which provides new functionality and/or interoperability, designated as such in Licensor's sole discretion. Upgrades are provided by Licensor to Licensee pursuant to an applicable Schedule. Licensor will designate an Upgrade by indicating a change in the first digit of the software release number {e.g. the next Upgrade to product "x" version 7.0 will be designated 8.0}. Licensor allocates or charges separate or additional consideration for Upgrades.
- 1.15 "Warranty Period" shall mean the 90-day period from the later of shipment or delivery to Licensee of the Installed Software, unless a different period is specified on an applicable Statement of Work regarding such Installed Software.

2 License Grant and Restrictions

- 2.1 <u>General.</u> The Licensor represents that it has the right to grant the License hereunder. The Installed Software and its related Documentation are licensed, not sold, to Licensee for use only under the terms of this Agreement.
- 2.2 <u>License Grant.</u> Upon and subject to the terms and conditions of this Agreement, Licensor grants to Licensee, and Licensee accepts, a non-transferable, limited, non-exclusive License to: (i) use the Installed Software in object code form as limited below and by any applicable Schedule; (ii) use the Installed Software only for Licensee's internal business needs; and (iii) use the Documentation to support the use of the Installed Software and/or Service(s). All rights not expressly granted hereunder shall be reserved to Licensor. Additionally, Licensee shall not, sublicense, sell, rent, transfer, distribute or otherwise commercially exploit or make the Software or Documentation available to any third-party. Licensee and all of its users who have the right to use the Installed Software on behalf of Licensee under this Agreement, will be bound and comply with this Agreement. This License grant is effective upon Licensor's acceptance of this Agreement and Licensee's order, indicated by the signature on this Agreement of an authorized signatory of Licensor.
- 2.3 Restrictions. Licensee shall not, directly or indirectly (i) reverse engineer, decompile or disassemble the Software, or otherwise attempt to derive the source code of the Software, or any portion thereof; (ii) make more copies of the Software and the Documentation than is specified in this Agreement or allowed by applicable law, despite this limitation; (iii) publish or otherwise display the Software and/or the Documentation, including any screenshots of the Software, for others to copy; (iv) modify or create a derivative work of any part of the Software or Documentation; (v) use the Software other than as, or for any purpose other than that, set forth in the Documentation or in any application that may involve risks of death, personal injury, severe property damage, or environmental damage; and/or (vi) file copyright or patent applications that include the Software or Documentation or take any other action that may transfer any intellectual property rights in the Software or the Documentation to any Person other than Licensor. The Licensee recognizes that the Software and/or Documentation is itself proprietary information and shall use at least the same degree of care as it uses to protect its own proprietary information of similar kind, but in no event shall such care be less than commercially reasonable, so as to protect the Software and Documentation without limiting the generality of the foregoing.
- 2.4 <u>Provision of Installed Software</u>. Licensor shall provide to Licensee (i)(a) the object code for the Installed Software or (b) remote access to the Installed Software and (ii) Documentation for the Installed Software. Maintenance is available only pursuant to a separate Schedule that may be attached to this Agreement.
- 2.5 <u>Locations.</u> In the event Licensee receives the object code for the Installed Software (rather than remote access thereto)
 Licensee shall use the Installed Software only on the Designated Hardware and at the Designated Location(s). Licensee shall have the right to change the Location of the Designated Hardware and to upgrade the Designated Hardware to use the Installed Software on a central processing unit that replaces the Designated Hardware. In no event shall Licensee have the



right to use or permit the use of the Installed Software simultaneously on more than one central processing unit in excess of the permitted number of users as set forth on the applicable Schedule.

3 Protection of Proprietary Rights

- 3.1 <u>Proprietary Rights.</u> Licensee acknowledges that the Software and Documentation have been and shall be developed by Licensor at great expense to Licensor, that the Software and Documentation are proprietary to Licensor and that Licensor has, and shall have and retain, full title, ownership, proprietary and other intellectual property rights in the Software and Documentation, including without limitation, copyright, trademark, service mark, trade secret, trade name and other intellectual property rights (collectively the "Proprietary Rights"). Further, Licensee acknowledges that the Software is designed as a standard product and not as a customized product created exclusively for the Licensee.
- 3.2 <u>Licensee's Rights.</u> Licensee acknowledges that the rights granted to Licensee hereunder are only the rights of a Licensee. Licensee acknowledges and agrees that: (i) no title or ownership of the Software or Documentation is transferred to Licensee hereby; (ii) the Software and Documentation and all Proprietary Rights are, and shall remain, the exclusive property of Licensor (or its licensors); and (iii) except for the License granted in Section 2 above, Licensee shall not have any right, title or interest in the Software or Documentation. Licensee shall not make any claim or representation of ownership, or act as the owner, of any of the Software or Documentation. Licensee agrees not to remove, change or deface, and shall include, Licensor's copyright notice and notice of its Proprietary Rights on each and every item of Software copied or reproduced.
- 3.3 <u>Licensor's Rights.</u> Licensor acknowledges that it has no right to or interest in the data processed by Licensee using the Software, except that of limited use in the installation or maintenance of the Software.
- 3.4 <u>Confidentiality.</u> Licensee shall keep confidential the Software and other information of Licensor which is confidential, proprietary or nonpublic ("Confidential Information") and shall not disclose the Confidential Information to any Person, except to employee(s) of Licensee with a need to know the Confidential Information in order for Licensee to perform its obligations under this Agreement. Confidential Information shall not include information which (i) is in the public domain at the time of disclosure or enters the public domain through no act or omission of Licensee, (ii) Licensee's written records in existence at the time of disclosure show was known to Licensee at the time of disclosure, (iii) is freely disclosed to Licensee, without restriction, by a third party without a duty of confidentiality to Licensor, and (iv) Licensee's written records show to have been developed independently by Licensee by personnel without access to the Confidential Information.
- 3.5 Notification of Unauthorized Use. Licensee shall promptly notify Licensor upon becoming aware of the possession, use, or knowledge of any Confidential Information by a Person not authorized by this Agreement to have such possession, use or knowledge. Licensee shall promptly furnish to Licensor full details of such possession, use or knowledge and shall use reasonable efforts to cooperate with Licensor, at Licensor's expense, in any action taken or deemed necessary by Licensor to protect the Confidential Information or Proprietary Rights.

4 Warranties

4.1 Software Warranty. Licensor warrants to the Licensee that the Installed Software shall operate substantially in accordance with its Documentation for duration of the Warranty Period ("Software Warranty"). Licensee's exclusive remedy and Licensor's exclusive obligation for any breach of this Software Warranty shall be the correction of Defects or replacement by Licensor of the nonconforming portion of such Installed Software, at Licensor's sole election. The failure of Licensee to notify the Licensor within the Warranty Period of the failure of the Installed Software to conform to the Documentation therefor shall relieve Licensor of its obligations and liabilities under this section of this Agreement. Licensee's notice shall disclose the items within the Documentation to which such Installed Software fails to conform and the manner in which the Installed Software fails to conform with sufficient specificity to permit Licensor to reproduce and correct such nonconformity. In the event Licensor determines, in its sole discretion, that it cannot, using commercially reasonable efforts, correct a Defect or replace such nonconforming portion of the Installed Software, Licensee may return the Installed Software and Documentation and receive a refund hereunder shall expire at the expiration of the Warranty Period. This Software Warranty shall be null and void upon, and shall not apply to any Defect or nonconformity caused by (i) any modification or alteration of the Software or Licensee's equipment other than by or with prior approval of Licensor, (ii)



misuse or abuse of the Software or Documentation, (iii) negligence or wrongdoing of Licensee in connection with the Software or Documentation, (iv) force majeure events as set forth in this Agreement, (v) malfunction of any of Licensee's equipment, or (vi) use of the Software or Documentation in any manner inconsistent with this Agreement or the Documentation therefor. Licensee shall pay Licensor at Licensor's then-current time and materials rates for its Services in the event Licensee makes a Software Warranty claim that is null and void or inapplicable hereunder. The Software Warranty does not apply to any portion of the Software, Documentation, supplies or materials which are, by their nature, consumable or expendable. The Warranty Period for Enhancements will run contiguously with the Software Warranty for the enhanced Installed Software, unless Licensor notifies Licensee that a longer Warranty Period applies upon delivery of the Enhancement to Licensee. The Warranty Period for Upgrades shall be as set forth in the Schedule or other agreement pursuant to which the Upgrade is provided.

- 4.2 <u>Services Warranty</u>. Licensor warrants that all Services will be performed in a professional and workmanlike manner, consistent with then-current industry standards ("Services Warranty"). Licensee's remedy for a breach of the Services Warranty will be, at Licensor's option, either to (i) re-perform such Service(s); or (ii) to provide Licensee a refund for the allegedly defective Service(s). Such remedy will only be available if Licensee notifies Licensor in writing within thirty (30) calendar days of the completion of such Service(s).
- 4.3 Warranty Exclusions; Exclusive Remedy. Licensor does not make any, and expressly disclaims, all representations and warranties, whether oral or written, express or implied, or arising by usage of trade or course of dealing, other than the warranties expressly made in this Agreement, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Licensor does not warrant that the Software will satisfy, or may be customized to satisfy, all of Licensee's requirements or that the use of the Software will be uninterrupted or error-free. The remedies set forth herein shall be the sole and exclusive remedies of Licensee.

5 Maintenance Services and Enhancements

- 5.1 <u>Commencement of Maintenance Service.</u> Licensee acknowledges that this Agreement includes certain warranties for the Installed Software and Services, and that these warranties are separate from any Installed Software maintenance service. The commencement date of maintenance service and whether or not the maintenance service period overlaps with any Warranty Period will depend on the maintenance service purchased by Licensor.
- 5.2 Enhancements During Warranty. Licensor shall provide to Licensee during the Warranty Period, at no additional expense to Licensee, any correction or Enhancement provided by Licensor, as determined by Licensor in its sole discretion. After the expiration of the Warranty Period, Enhancements and Upgrades shall be available to Licensee as maintenance services, available for purchase pursuant to a maintenance Schedule. Enhancements and Upgrades shall also be available to licensees who have not purchased a maintenance Schedule and are not and have not been in breach of any agreement between such licensee and Licensor, on a time and materials basis, at Licensor's then-current terms and conditions, including Prices.

6 Limitation of Liability; Indemnification

- 6.1 <u>Limitation of Liability.</u> Licensor shall not be liable for any loss or damage that Licensee suffers or claims to have suffered other than, subject to the limitations set forth below, a loss or damage directly caused by Licensor's negligence or willful misconduct. Both Parties agree that Licensor has no liability whatsoever for Licensee's data or equipment.
- 6.2 Exclusion of Consequential Damages. In no event will either Party be liable to the other for (i) incidental, consequential, indirect, special, punitive or exemplary damages, whether claimed under contract, tort or any other legal theory, including but not limited to loss of use, revenue or profit, or (ii) loss of or damage to Licensee data or programming, in either event whether or not such Party had notice of the possibility of such damages occurring or should have known of such possibility. Notwithstanding anything to the contrary set forth in this Agreement, Licensee and Licensor expressly agree that the maximum aggregate liability of Licensor for all claims under this Agreement or otherwise shall be the amount paid by Licensee to Licensor hereunder during the twelve months immediately preceding the event causing the loss or damage to Licensee. The representations and warranties made in this Agreement extend only to Licensee and its permitted successors and assigns. Any action against Licensor not brought within six (6) months after the cause of action accrues or arises shall be deemed barred.



6.3 <u>Indemnification.</u> Licensee shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Licensor, its agents, employees, officers, directors, stockholders, successors and assigns from and against any and all liabilities, losses, damages, claims, suits and expenses, including, without limitation, reasonable attorneys' fees, of whatsoever kind and nature imposed on, incurred by, or asserted against Licensor, its agents, employees, officers, directors, stockholders, successors and assigns relating to or arising out of any failure on the part of Licensee to perform or comply with the terms of this Agreement.

7 Intellectual Property Indemnification

- 7.1 <u>Defense and Cooperation.</u> Licensor shall, at its own expense with counsel of its own choosing, defend any claim made against Licensee asserting that the Software infringes upon the United States patent or copyright rights of a third party, provided that Licensee provides immediate notice of such claim and Licensor has full control of such defense, the right to settle or compromise such claim and the incurring of any expense related thereto. Licensee shall fully cooperate with Licensor in any such defense.
- 7.2 Infringing Software. In the event of any claim described in Section 7.1 "Defense and Cooperation" above, or upon Licensor's determination that such a claim may occur, Licensor shall have the right, at its option, to (i) procure for Licensee the right to continue using that portion of the Software claimed to be infringing, (ii) require Licensee to cease using that portion of the Software claimed to be infringing and replace such portion with other software to make the Software non-infringing, or (iii) require Licensee to cease using that portion of the Software or Documentation claimed to be infringing and refund to Licensee a pro rata portion of the fee paid by Licensee for the License granted hereunder.
- 7.3 Failure of Notification. The failure of Licensee to notify Licensor of such claim shall relieve Licensor of its obligations and liabilities under this Section 7 "Intellectual Property." Licensor shall have no liability or obligation to Licensee under this Section 7 if any such claim is made by an affiliate of Licensee or is based upon, arises out of or results from (i) any product or information or data not provided by Licensor, (ii) the failure of Licensee to use Enhancements or Upgrades to the Installed Software, (iii) modification or alteration of the Software by a Person other than Licensor, (iv) misuse or abuse of the Software, (v) negligence or wrongdoing of Licensee or any malfunction, modification or alteration of Licensee's equipment, (vi) force majeure events set forth in this Agreement, or (vii) use of the Software in any manner inconsistent with this Agreement or the Documentation.
- 7.4 Exclusive Remedy. Section 7.1 "Defense and Cooperation" specifies the entire liability of Licensor and the exclusive remedy of Licensee with respect to any claim that the Software infringes the intellectual property rights of any third party or a breach of Section 2.1 "General" of this Agreement.

8 Term and Termination

- 8.1 <u>Term.</u> This Agreement shall commence as of the latter date of both Parties' signatures and continue until terminated, as set forth below.
- 8.2 <u>Termination for Convenience.</u> Licensee hereto shall have the right to terminate the License granted hereunder upon thirty (30) days' written notice to the Licensor; provided, however that such termination shall not terminate obligations of either Party to the other accruing prior to the effective date of such termination, including, without limitation, the obligation to pay any License fee that may be described within an attached Schedule or Statement of Work.
 - Either Party hereto shall have the right to terminate this Agreement as it relates to the Services purchased under this Agreement at the end of any applicable specified term listed within an applicable Schedule upon thirty (30) days' written notice to the other prior to the expiration of such term.
- 8.3 Termination for Material Breach. Licensor shall have the right, upon ten (10) business days' notice to Licensee, to terminate this Agreement upon Licensee's breach of any of the terms and conditions of this Agreement or any other agreement between Licensor and Licensee and shall have the right to cease performance of its obligations hereunder, without notice, in the event Licensee breaches any of the terms and conditions of this Agreement or any other agreement between Licensor and Licensee. This Agreement shall automatically terminate in the event Licensee is unable to pay debts as they come due, enters into suspension of payments, moratorium, reorganization or bankruptcy, admits in writing its inability to pay debts as they mature, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any other judicial or administrative proceeding related to insolvency or protection of



- creditors' rights (and, if such action or proceeding is involuntary on the part of Licensee, such action or proceeding is not dismissed within sixty (60) days).
- 8.4 <u>Effect of Termination.</u> Immediately upon the termination of this License, for any reason, Licensee shall deliver to Licensor all copies in Licensee's possession of the Software and Documentation, in whatever form, shall destroy any copies of materials containing Confidential Information, and shall certify in writing under oath that all materials required to be delivered to Licensor or destroyed have been so delivered or destroyed.
- 8.5 Obligations after Termination. The termination of this Agreement shall be without prejudice to any rights of either Party against the other and such termination shall not relieve either Party of any of its obligations to the other existing at the time of termination.
- 8.6 Additional Remedies Due to Breach. Licensee acknowledges that, because of the confidential and proprietary nature of the Software, neither termination of this Agreement, nor arbitration, nor would an action at law be an adequate remedy for a breach by Licensee of Sections 2, "License Grant and Restrictions" and 3, "Protection of Proprietary Rights" of this Agreement. Accordingly, Licensee agrees and consents that in the event of such a breach, in addition to all other remedies which the injured Party may have, the injured Party shall be entitled to relief in equity, including a temporary restraining order, temporary or preliminary injunction and permanent injunction to restrain the continuation of any such breach or to compel compliance with the provisions of this Agreement.
- 8.7 <u>Surviving Sections.</u> Notwithstanding anything to the contrary in this Agreement, 2.3, "Restrictions"; 3, "Protection of Proprietary Rights"; 6, "Limitation of Liability and Indemnification"; 7, "Intellectual Property; 8, "Term and Termination"; 9, "Payment and Prices" (to the extent incurred prior to termination); and 10, "General Provisions" shall survive expiration or earlier termination of this Agreement.

9 Payment and Charges

- 9.1 Fees. Licensee shall pay to Licensor a fee in the amount set forth in the applicable Schedule(s) for the Installed Software, Documentation and or Services subject to this Agreement ("Fees"). Parts and supplies shall be provided to Licensee, when needed and as available, at Licensor's then-current terms, conditions and Prices, for as long as this Agreement is in effect and Licensee is not in breach hereof. Maintenance Services shall be provided as set forth in the applicable Schedule(s), upon the terms and conditions set forth therein.
- 9.2 Taxes. In the absence of valid documentation certifying exemption to the following, Licensee shall pay when due, any sales, use, excise, property, customs or other taxes, duties, tariffs or other assessments and related interest and penalties that Licensor may, at any time, become obligated to pay or collect in connection with or arising out of this Agreement, the License granted hereby or the Services to be provided hereunder (other than taxes based on Licensor's net income). In the event Licensor is required to and does pay any such amounts which Licensee is obligated to pay, Licensee shall, upon the request of Licensor, promptly reimburse Licensor an amount equal to the amount so paid by Licensor and any interest, penalties, costs and expenses paid or incurred by Licensor in connection therewith, in no event later than five (5) business days following receipt by Licensee of an invoice from Licensor therefor.
- 9.3 <u>Suspension of Performance.</u> Failure of the Licensee to make payments when reasonably due under the terms of this Agreement shall entitle the Licensor, in addition to its other rights and remedies, to suspend further performance of the project.

10 General Provisions

10.1 Governing Law and Venue. This Agreement shall be governed by and construed under and pursuant to the laws of the Commonwealth of Massachusetts, exclusive of the laws relating to conflict of laws. Any dispute under this Agreement shall be heard and determined in any state or federal court sitting in the Commonwealth of Massachusetts, Eastern District, and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom in any such claim, action, suit or proceeding) and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such claim, action, suit or proceeding in any such court or that any such claim, action, suit or proceeding that is brought in any such court has been brought in an inconvenient forum.



- 10.2 Entire Agreement. This Agreement and any Schedules, addenda and exhibits hereto, represent the entire and integrated agreement between the Licensee and Licensor and supersedes all prior negotiations and representations, either written or oral, with respect to the subject matter hereof and thereof. Where any conflict arises between this Agreement and other documents forming part of the Agreement, this Agreement shall control. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties hereto.
- 10.3 <u>Headings.</u> The headings and captions used in this Agreement are intended and shall, for all purposes, be deemed to be for convenience only and shall have no force or effect whatsoever in the interpretation of this Agreement.
- 10.4 <u>Counterparts.</u> This Agreement may be executed in two or more counterparts, each of which shall be deemed an original for all purposes hereunder and all of which, when taken together, shall be deemed one and the same instrument.
- 10.5 Severability. If any term, clause or provision of this Agreement shall be judged invalid for any reason whatsoever by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision; and such term, clause or provision shall be deemed to have been modified to the extent necessary to make it valid and enforceable; or, if such term, clause or provision cannot be so modified, it shall be deemed deleted from this Agreement.
- 10.6 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be deemed to have been duly given and made, if in writing and served either by personal delivery or facsimile to the Party for whom it is intended or by being delivered postage prepaid, certified or registered mail, return receipt requested (or such form of mail as may be substituted therefore by postal authorities), in the United States mail, or with Federal Express or similar courier service, bearing the address shown in this Agreement or such other address as may be designated in writing thereafter by such Party. The addresses used to give such notices are as stated below.
- 10.7 <u>Enforcement Expenses.</u> Licensee shall pay all costs and expenses of Licensor including, without limitation, reasonable attorneys' fees incurred by Licensor in the enforcement by Licensor of its rights hereunder.
- 10.8 No Waiver. The failure of Licensor to enforce at any time any of the provisions of this Agreement or the failure to require, at any time, performance by Licensee, of any of the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions and shall not in any way affect the right of Licensor to enforce each and every such provision thereafter. The express waiver by Licensor of any provision, condition or requirement of the Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- 10.9 <u>Cumulative Rights.</u> All rights and remedies conferred under this Agreement or any other instrument or law shall be cumulative and may be exercised singularly or concurrently.
- 10.10 Force Majeure. Neither party will be liable for any failure or delay in performing services or any other obligation under this Agreement (other than an obligation to pay money), nor for any damages suffered by the other or an end user by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond such Party's foreseeable control but not limited to strikes, riots, natural catastrophes, terrorist acts, governmental intervention, or other acts of God, or any other causes beyond such Party's reasonable control.

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By signing below, each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the Parties relating to the subject matter of this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

FURTHER, each Party has full power and authority and has been duly authorized to enter into and perform its obligation under this Agreement, including Licensee's authority to enter into an agreement of this scope and duration, all necessary approvals having been obtained. The execution, delivery and performance of this Agreement by each Party shall not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order decree or security instrument to which such Party or any of its principals is a party or subject to.

In witness whereof, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

Licensee: Town of Grafton	Licensor: Vision Government Solutions, Inc.
Attn: Mary Oliver, Assessor	44 Bearfoot Road
30 Providence Road Grafton, MA 01519	Northboro, MA 01532
Signature:	Signature:
By:	By:
Its:	Its:
Date:	Date:



SOFTWARE MAINTENANCE SERVICES SCHEDULE

This Maintenance Services Schedule ("Schedule") is made part of the Master Software License and Services Agreement by and between Vision Government Solutions, Inc., a Massachusetts corporation with its principal place of business at 44 Bearfoot Road, Northboro, Massachusetts 01532 ("Vision") and the Political Subdivision identified below ("Customer"). Vision and Customer may be collectively referred to as "Parties" or individually as a "Party."

WHEREAS, Vision is willing to support, and Customer desires for Vision to support, such Software as described below, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the conditions and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Definitions

- All capitalized terms used herein shall have the meanings attributed to them within the Agreement unless otherwise noted.
- "Business Hours" shall mean 8:30am to 4:30pm Eastern Standard Time, Monday through Friday, Vision holidays excluded.

Term and Automatic Renewal

The term of this Maintenance Schedule shall commence upon the execution of this Agreement, then continue through any Warranty Period and further continue for one (1) year from the expiration date of the Warranty Period ("Initial Term"). Thereafter, the term will continue with automatic renewals for additional successive one (1) year periods, unless written notice of non-renewal is delivered by either Party to the other not less than thirty (30) calendar days prior to the expiration date of the then-current term ("Renewal Term"). Both the Initial Term and any Renewal Term may be referred to collectively as the "Maintenance Term."

Maintenance Services Provided

- During the Maintenance Term, upon and subject to the terms and conditions of the Agreement and this Schedule, Vision will provide to Customer during Business Hours reasonable operational support and assistance as described below in connection with the use of the Software:
 - a) Corrections to the Installed Software and Documentation of Defects reported by Customer to Vision, which Defects are caused by errors in the then-current release of the Installed Software, provided that such Defects are reported to Vision no later than two (2) business days after the Defect first occurs or arises.
 - b) Telephone or email support with respect to the Services delineated in Sections 3.1(a) hereof.
 - c) Vision's obligation to provide a response pursuant to this Section 3.1 is void if the Customer does not allow reasonable access to the Installed Software for diagnostics and examination, or in the event of causes beyond the control of Vision, including but not limited to acts of God, fire, flood, strike, national emergency or failures of communications facilities or lines.
- 3.2 Vision shall use commercially reasonable efforts to respond to any request for support hereunder within one (1) business day of receiving such request.
- Notwithstanding anything herein to the contrary, the Services to be provided hereunder shall not be covered by this Schedule, and shall be provided (if at all) on a time and materials basis, if the Software malfunctions due to or generates a Defect from:
 - a) Acts of God or natural disasters, including but not limited to fire, smoke, water, earthquakes, lightning or static electricity;



- b) Causes external to the Software such as, but not limited to, electrical power fluctuations or failures, lack of air conditioning or proper temperature control, accidents, burglary or vandalism;
- c) The neglect, misuse (including faulty repair or maintenance by Persons other than Vision), or improper storage of the Software or the Designated Hardware on which the Software is installed, or other failure to comply with the instructions set forth in the Documentation or provide a suitable environment for the Installed Software;
- d) A modification or alteration of the Software not provided by Vision;
- e) A malfunction of any equipment not provided by Vision with which the Software is used or combined;
- f) Use of the Software in a manner for which it was not designed; or
- g) The failure of Customer to back-up its data or otherwise to fulfill any obligation under this Schedule or the Agreement, for the Installed Software supported hereunder.
- 3.4 This Schedule further shall not apply to, and the Services shall not be deemed to include:
 - Development or engineering of the Software, unless Vision shall deem such development or engineering necessary in its providing services under section 3.1 above;
 - b) Upgrades, customizations or other enhancements to the Software or Installed Software:
 - c) Supplies, accessories, media or other materials which are, by their nature, expendable or consumable, except for media which may be provided as part of the Services described in section 3.1 above;
 - d) Any services, including, without limitation, installation, alterations, modifications, maintenance or removal of, or relating to any item not furnished by Vision, and
 - e) Any services related to work external to the Software, including, without limitation, electrical work, cable routing or changes that affect the Specifications or the Customer's equipment and other software.

Warranty

The Services Warranty as described within the Agreement shall be the exclusive warranty governing the Services provided within this Schedule.

Customer Responsibilities

- Customer shall install and maintain, at its expense, hardware (including without limitation a central processing unit, local area network or network server) and communication equipment (including, without limitation, modem and remote access) that is compatible with the Software and that meets Vision's minimum hardware configuration requirements,
- Customer shall ensure that the environment, space and access to and availability of power comply, at all times, with Vision's minimum space and suitability requirements. Customer shall ensure that Vision has full, free and safe access to the Software and Customer's facilities and equipment for purposes of fulfilling its obligations hereunder. Customer shall provide (a) (i) media (tapes, floppy disks and/or disk packs), (ii) supplies, (iii) a current back-up of the current version of the Software, (iv) data, the use of hardware and/or other equipment, (v) other software, communications facilities, and (vi) other materials (other than tools) required to maintain and/or test the Software; (b) reasonable secure storage for such Customer-provided materials; and (c) reasonable secure storage for such equipment and tools as Vision elects to store at Customer's premises.
- Customer shall back-up all files each day according to industry accepted standards. Vision shall not be responsible for, or 5.3 be liable with respect to any loss of or damage to Customer data from failure of Customer to back-up its files or otherwise.
- 5.4 Customer shall bear sole responsibility to correct problems or Defects in compatibility between the Software and the Designated Hardware or other software resulting from modifications of the Software, Designated Hardware and such software by any Person other than Vision.



6 Fees and Payments

- 6.1 The fee for the Services performed hereunder during the Initial Term shall be as follows for each maintained Software product subject to this Schedule ("Initial Fee"):
 - a) Appraisal Vision CAMA Software (2-5 Users)

\$5,670

- 6.2 The Initial Fee shall be due and payable upon the later of execution of this Schedule or thirty (30) days prior to the commencement of the Services hereunder, and must be paid in full prior to the commencement of Services hereunder.
- 6.3 The Initial Fee shall be fixed as set forth in this Schedule for the Initial Term. However, the fee for any Renewal Term ("Renewal Fee") after the first shall be as determined by Vision, which shall give Customer notice thereof not less than thirty (30) days prior to the expiration of the then-current Renewal Term. The first two (2) Renewal Fees shall not increase more than three percent (3%) over the fee for the Term immediately preceding it.
- 6.4 Any Renewal Fee hereunder shall be due and payable in full not later than two (2) business days prior to the commencement of such Renewal Term.
- 6.5 Customer agrees to pay for Services provided at Customer's request that are not covered by, or are expressly excluded from this Schedule within thirty (30) days of receipt of an invoice at Vision's then-current prices.
- 6.6 With Customer's prior approval and if travel is necessary to perform the Services herein described, Customer shall pay to Vision, within thirty (30) days of receipt of an invoice, all reasonable out-of-pocket expenses incurred by Vision in performing the Services for Customer under this Agreement, including but not limited to expenses for travel, meals, lodging and parts.

7 Termination; Suspension of Service

- 7.1 Either party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other Party.
- 7.2 Vision reserves the right to suspend the performance of Services under this Schedule if the Customer fails to pay any fees that are unpaid after ninety (90) days of becoming due. During any such suspension, Services shall be restored once any outstanding fees have been paid in-full.
- 7.3 The termination of this Agreement shall be without prejudice to any rights of either party against the other, and such termination shall not relieve either party of any of its obligations to the other existing at the time of termination including the Customer's obligation to pay any fees due.



By signing below, each Party acknowledges that it has read this Schedule and the Agreement to which it is attached, understands them, and agrees to be bound by their terms and further agrees that they are the complete and exclusive statement of the agreement between the Parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the Parties relating to the subject matter of this Schedule. This Schedule may not be modified or altered except by a written instrument duly executed by both Parties.

FURTHER, each Party has full power and authority and has been duly authorized to enter into and perform its obligation under this Schedule, including Customer's authority to enter into an agreement of this scope and duration, all necessary approvals having been obtained. The execution, delivery and performance of this Schedule by each Party shall not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order decree or security instrument to which such Party or any of its principles is a Party or subject to.

In witness whereof, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

Customer: Town of Grafton Attn: Mary Oliver, Assessor	Vision: Vision Government Solutions, Inc. 44 Bearfoot Road
30 Providence Road Grafton, MA 01519	Northboro, MA 01532
Signature:	Signature:
By:	By:
Its:	Its:
Date:	Date:



WEB HOSTING OF ASSESSING DATABASE SCHEDULE

This Web Hosting of Assessing Database Schedule ("Schedule") is made part of the Master Software License and Services Agreement by and between Vision Government Solutions, Inc., a Massachusetts corporation with its principal place of business at 44 Bearfoot Road, Northboro, Massachusetts 01532 ("Vision") and the Political Subdivision identified below ("Customer"). Vision and Customer may be collectively referred to as "Parties" or individually as a "Party."

WHEREAS, Vision and Customer have entered into a Software License Agreement, pursuant to which Vision has licensed certain software and related documentation to Customer ("License Agreement");

WHEREAS, Vision and Customer have entered into and currently maintain in good standing a Software Maintenance Agreement, pursuant to which Vision is supporting certain software ("Maintenance Agreement"); and

WHEREAS, Vision is willing to host on the internet, and Customer desires for Vision to host on the internet, certain data, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the conditions and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. **Definitions:** All capitalized terms within the License Agreement and Maintenance Agreement shall have the same meanings within this Agreement unless otherwise defined herein.
- 2. License: Any software offered within this Agreement shall be Installed Software as defined in the License Agreement and Maintenance Agreement, and shall be subject to the terms and conditions of the License Agreement and Maintenance Agreement as applicable including any license grant.
- 3. **Primary Services**: Vision shall provide the Customer with the following services at the fees listed in the Pricing Table:
 - a. Assessor's Online Database: The Customer's data will be presented in a table-based format on a website and will include a comprehensive listing of property information.
 - b. Assessor's Online GIS Mapping: The Customer can also choose, at no additional cost, the Assessor's Online GIS Mapping service. This service provides an interactive map on the website which displays a listing of property information. This service includes up to ten (10) layers of categorized GIS mapping data which is updated once per year.
- 4. **Optional Services:** The Customer may choose to select any of the following additional services. At the Customer's discretion, these services may be added or removed to the Customer's account at any time at Vision's the then-current fee; such fees are listed in the Pricing Table below for the addition of an Optional Service. The removal of an Optional Service may obligate the Customer to pay an administrative fee. All fees are subject to change annually.



- a. Separate Access Portal / Database: This is a separate access portal allowing an alternative view of information for internal use and/or public viewing purposes.
- b. Additional GIS Mapping Layers: These are additional layers of categorized GIS maps within the Assessor's Online GIS Mapping service which allows users to see that categorized data separately or in conjunction with other layers.
- c. Additional GIS Mapping Updates: These are additional updates to the GIS mapping data which are beyond the update occurring once per year already included with the Assessor's Online GIS Mapping service.
- d. Property Record Card Print: Property record cards in a Portable Document Format (PDF) can be hosted on the website. This service includes one full set of PDFs. Unfortunately, ongoing data updates to single properties cannot be uploaded automatically to new PDFs; therefore the Customer will need to rerun a full set or property record cards if the Customer would like to load updated data.
- e. Taxpayer Data Correction Feedback: Taxpayers can provide corrections to their parcel data via the website using a login password. Any corrections suggested are reviewable by the Customer for acceptance or rejection. This data can also be automatically loaded into the Customer's CAMA database via additional software included as part of this option.

5. Conditions of Service

- a. <u>Installation:</u> Vision will install the Customer's current database on a web server to provide internet access to the information associated with the Primary Service and any selected Optional Services.
- b. <u>Site Access:</u> Customer's data can be viewed on a website by anyone using internet browser based software at a predetermined uniform resource locator (URL).
 - 1) The Customer may configure the web-based software to determine which data will be viewed on the website using the software's built-in administration tools.
 - 2) All data on the website will be read-only with the optional exception of the Taxpayer Data Correction Feedback.
- c. <u>Web Browser:</u> The website will be designed to support access via most major web browsers including Microsoft Internet Explorer, Mozilla Firefox, Apple Safari and Google Chrome. Vision does not provide any support for the specific use of any particular browser.
- d. <u>Assessor's Online Database Updates</u>: The Assessor's Online Database can be updated according to a predefined update schedule as determined by the Customer. In addition, once the initial setup is complete, updates performed using the automatic update function within the software may be done at any time as often as the Customer desires. However, manual updates requiring Vision's assistance are limited to twelve (12) updates per annum at a rate of one (1) update per month. Any additional manual updates exceeding twelve (12) will be charged to the Customer at \$200.00 per update.



- e. <u>E-mail Forwarding:</u> Vision will provide for an automatic e-mail forwarder, forwarding e-mail concerning the Assessing Database to the Assessor or to one e-mail account specified by the Customer.
- 6. Schedule: Vision shall commence the work outlined in this Agreement within thirty (30) days of the execution of this contract, or as otherwise mutually agreed upon between the parties. This contract will be in effect for an initial one (1) year term beginning July 1st, 2017. Upon expiration of the Initial Term, this Agreement shall remain in effect and shall automatically renew each year for an additional one (1) year term (each, a "Renewal Term") unless and until either party terminates it by giving written notice to the other party in accordance with the terms hereof, or this Agreement is otherwise terminated in accordance with its terms.
- 7. Payment: The Customer shall pay Vision annually for the service(s) chosen upon the installation and availability of the database to the Customer and/or the public. Payment shall be made to Vision within thirty (30) days of contract date.
- 8. **Pricing Table**: Based on the Customer's selections below and the quantity of parcels within the Customer's jurisdiction, the total fee amount shall be assessed annually subject to the terms and conditions of this Agreement. These fees shall be discounted and fixed for the first three (3) years, and thereafter be subject to change annually.

Customer's Approximate Parcel Count: 6,945

	Price (by parcel count)					
	<1,000	1,001- 2,500	2,501- 5,000	5,001- 10,000	10,001- 20,000	20,000- 35,000
Primary Services (check the box for at least o	ne)				and a second second	
≪ Assessor's Online Database ≪ Assessor's Online GIS Mapping	\$1,050	\$1,550	\$2,250	\$2,750	\$3,250	\$3,800
Optional Services (check the box for all those	applicable)					y LEIDA
€ Separate Access Portal	\$300	\$400	\$500	\$750	\$900	\$1,000
€ Additional GIS Mapping Layers € Additional GIS Mapping Updates			individua	lly priced		1
€ Property Record Card Print	\$200	\$200	\$200	\$200	\$300	\$300
€ Taxpayer Data Correction Feedback	\$550	\$600	\$800	\$850	\$1,050	\$1,300
Subtotal			\$2,	750		
Discount pursuant to Paragraph 8. above	(\$950)					
Total Annual Fee for Selected Services	\$1,800					



In witness whereof, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

Customer:	Vision:
Town of Grafton	Vision Government Solutions, Inc.
Attn: Mary Oliver, Assessor	44 Bearfoot Road
30 Providence Road Grafton, MA 01519	Northboro, MA 01532
Signature:	Signature:
By:	Ву:
Its:	Its:
Date:	Date:
Date:	Date.

New Business Item 4 (c)

Vote to allow the Chair to Sign Chapter 90 Application for Traffic Signals on North Main Street

Brian Sczcurko will be present to discuss any questions regarding this application. This signal was installed at Route 140 and Route 30 and Route 140 and Bridge Street and some troubleshooting was done to correct loop detectors that were not working correctly. There was a Police Detail as a part of this project. The original application was made for \$9,000 to the state and the actual expended amount is \$7,995.

Motion:

I move we vote to sign the Chapter 90 application for reimbursement for traffic signal installation at North Main Street for \$7,995.



<u>CHAPTER 90 – REIMBURSEMENT REQUEST</u>

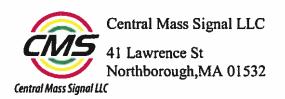
updated 8/2012

City	/Town:	Grafton		Project:	Traffic Signals - North Main Street
Proj	ect request was a	pproved on	12/17/2015	<u> </u>	for \$9,000.00
at 10	00% Reimbursen	nent Rate = \$ 9,000	0.00		_•
		ms which document requesting \$7,995			ditures totaling \$7,995.00 tt the approved reimbursement rate of 100%.
2)	The amount expe	ended to date on this	s project is \$7,9	95.00	
3)	Is this request fo	r a FINAL payment	on this project?	⊠ Y	es No
	Remarks:	==362			
	Payment was ma	ade to Matthew Coll	ette DBA Central	Mass Signa	al
			CERTIFI	CATION	
	itemized and su in conformance	ımmarized on the	attached forms a	re true and	or labor, materials, equipment, and services d correct, and were incurred on this project es and established Municipal Standards that
	15in	3500	E	ngineer	lighway Official Title) 3/15/2017 (Date)
	examined; that applicable statu for this work; acknowledged a	t they are in con ites and regulation and that Executive as applicable.	formity with ou s; that they are p e Order No. 195	ms as listed ir existing properly ch i, dated Ap	or summarized on the attached forms were wage schedule, equipment rates, and all nargeable to the appropriation(s) designated oril 27, 1981 and Chapter 11, Section 12 is
_		APPROVED FOR		_	
by				Signed:	
	Town Account	ant (Accounting Officer's Title)		-	
	DATE			-	(Duly Authorized)

Town of Grafton

Vendor Invoice/Check History From 07/01/2016 to 06/30/2017

			Run Date	: 03/15/2017			
Invoice	Invoice Date	Warr#	Voucher	PO #	Effective	Check	Amount
Vendor# -	Name 9807 - GOL	CETTE, MAT	THEW				
1009	09/27/2016	W #17	93379		10/27/2016	196669	6156.00
1009	09/27/2016	W #17	93379		10/27/2016	196669	1000.00
1042	10/24/2016	W #23	94390		12/08/2016	197975	7995.00
1066	11/10/2016	W #21	94144		11/23/2016	197642	702.50
			_		Vend	or Total	15,853.50



Invoice

Date	Invoice #
10/24/2016	1042

Bill To

Graftton Memorial Municiple Center Department of Public Works 30 Providence Road Grafton, MA 01519



Terms	Contract Number
Net 30	Verbal Brian Highway Dept

Payments/Credits

\$0.00

Item	Description	Est Amt	Qty	Rate	Curr %	Amount
Misc	Rt 140 + Rt 30	6,435.00	1	6,435.00	100.00%	6,435.00
	-Furnish and install new SIEMENS M52 traffic signal controller -Program new unit for intersection -Furnish and install new GPS time sync unit -Program unit for controller					
Misc	Rt 140 + Bridge St	1,200.00	1	1,200.00	100.00%	1,200.00
	-Furnish and install new BIU for loop detector rack -Troubleshoot traffic signal loop detectors that are not working correctly					
Police Detail	Police Detail		1	360.00		360.00
					BS	12/1/1
						0
	CH 90 Acct		Total		K	\$7,995.00

Correspondence Item 6 (a) Draft Resolution for Gas Pipeline

As you may recall, in January Carol Sotiropolis arranged for a presentation to the Board of Selectmen regarding the proposed gas pipeline going into parts of Town. Concerned citizens requested that the Board form an Ad Hoc committee to investigate issues related to the pipeline and rescind the vote that was taken in April of 2016 to allow Spectra Energy to bore on town land. The Board did vote to rescind the vote that was taken in April and Spectra was notified of that vote after the meeting. However, the Committee was never created because concerned citizens chose to meet on their own accord to discuss how to move forward. The group has put forth the attached Resolution regarding the pipeline that they would ultimately like for the Board to adopt. If the Board does not wish to adopt this resolution, the citizen's committee will plan to send it to Town Meeting as a Citizens Petition. If they choose to submit a Citizens' Petition, they will need to get 10 registered voter signatures and submit the petition to the Clerk's Office by March 24th.

Motion:

I move we vote to adopt the resolution in opposition to new gas pipelines as presented in the resolution before us today by Carol Sotiropolis and other concerned citizens.

Or take no action

Subject of Proposed Warrant Article: high-pressure gas transmission pipeline proposed by Spectra Energy/Enbridge Corporation and Algonquin Gas Transmission Company

Lead Petitioner:

Carol Strauss Sotiropoulos

2 Rittenhouse Rd., Grafton MA 01519

We the undersigned registered voters of the Town of Grafton request the Board of Selectmen to include the following article on the next Town Meeting Warrant:

To see if the Town will vote to adopt the following resolution:

WHEREAS, a high-pressure transmission gas pipeline currently called the West Boylston Lateral of the Access Northeast Pipeline, proposed by Spectra/Enbridge Energy Corporation (Algonquin Gas Company, subsidiary), would run through Grafton, Massachusetts; and

WHEREAS said pipeline is not needed because:

The Massachusetts Attorney General's Office, in their Regional Electric Reliability Options study of November 2015, concluded that no additional pipeline gas capacity is needed to meet electric reliability needs and would be more costly and environmentally destructive than investment in energy conservation measures and renewable energy solutions—a conclusion reconfirmed by Synapse Energy Economics in February 2017; and,

WHEREAS, said unnecessary pipeline will negatively impact Grafton because:

- High pressure pipelines inherently carry the potential for leaks, rupture or devastating
 explosion, causing untold damage to property and lives as well as added risks and
 damage to the health, environment, and personal safety of those living near the
 evacuation corridor, adversely affecting property values and residents' livelihoods, and
- The hydraulic fracturing (fracking) process uses vast amounts of water and 60 toxic chemicals, contaminating water supplies where fracking is done and carrying the potential to contaminate the water supply where a pipeline is in close proximity to a town's water supply, thus posing an unacceptable threat to public health; and
- The cost of said pipeline may require Massachusetts citizens to pay a utility bill tariff, making electric or gas ratepayers bear the financial burden for the endeavors of a private corporation; and

WHEREAS, the town seeks to protect Hassanamessit, town-owned, and Land Trust lands, in addition to approximately 100 residential, school and business properties that abut the pipeline or lie within the pipeline's evacuation zone

WHEREAS, said pipeline goes against current Massachusetts commitments to renewable energies and combating global climate change (Global Warming Solutions Act of 2008, Omnibus Energy Act of 2016) and our state's energy challenges are better addressed through investment in energy conservation and green and renewable energy solutions;

THEREFORE, BE IT RESOLVED THAT the people of Grafton join over 50 Massachusetts towns that have recorded their opposition to new gas pipelines and record their opposition by asking the Board of Selectmen to declare that they:

- Oppose any effort to locate the West Boylston Lateral within Grafton's borders;
- Disallow the construction of any and all similar projects that may later be proposed;
- Apply for Intervenor Status during the three-week period after Spectra/Enbridge files its application with FERC and provide comments to FERC on behalf of the town;
- Oppose the use of Massachusetts land as a conduit for gas export, likely to cause higher gas prices from competition with international markets; and

BE IT FURTHER RESOLVED, that the Town Clerk be directed to send a copy of this resolution to FERC, Spectra/Enbridge Energy, Algonquin Gas, the governor, the state attorney general, state and national representatives and senators.

GRAFTON BAG BAN DRAFT

ARTICLE: To see if the Town will vote to amend the General Bylaws by adopting a bylaw entitled "Plastic Bag Ban" as follows; or to take any other action relative thereto:

SECTION 1 – DEFINITIONS

SINGLE-USE CARRYOUT BAG:

A single-use carryout bag is made of plastic, paper or other material that is provided to a customer by an establishment and is used to transport merchandise from the establishment. Single-use carryout bags do not include recycled paper bags or a reusable grocery bag. Single-use carryout bags do not include bags typically without handles used to contain dry cleaning, newspapers, small bags to contain fish, meats, produce and other products selected by the consumer to deliver items to the point of sale or checkout area of the store.

REUSABLE CARRYOUT BAG:

- 1) Is made solely of or in a combination of natural cloths, synthetic fibers, other washable material or of non-toxic plastic.
- 2) Is specifically designed for multiple reuse and has handles.

RECYCLABLE PAPER BAG

A paper bag that is 100% recyclable and contains at least 40% post-consumer recycled paper content.

ESTABLISHMENT:

An establishment means any business selling goods, articles, or personal services to the public, including restaurants with a gross interior space of 3000 square feet or larger; or business having at least 2 locations under the same ownership or brand name within the Town of Grafton.

SECTION 2: PLASTIC BAG REDUCTION REGULATION

Thin-film single-use plastic carryout bags shall not be distributed, used, or sold for checkout at Retail Establishments within the Town of Grafton. Customers are encouraged to bring their own reusable shopping bags to stores. Retail or grocery stores are to make reusable checkout bags available for sale to customers at a reasonable price. Thin-film plastic bags used to contain dry cleaning, newspapers, produce, meat, bulk foods, wet items and other similar merchandise, typically without handles, are still permissible. Retail establishments may use Recyclable Paper Bags, with or without handles, at the point of sale.

SECTION 3: ENFORCEMENT

This Bylaw may be enforced by the Board of Health or by the Town Administrator Fines – should we include this?

All the requirements set forth in this bylaw shall take effect July 1, 2018.

<u>Discussion Item 7 (b)</u> Purchase options for new Fire Truck

The Fire Department requested the replacement of Tanker 1 and Engine 1 in FY2018 for a combined estimated price of \$950,000. Emergency Vehicle Response completed a review of the Fire Department fleet and recommended that Tanker 1 be replaced in 2016 for an estimated cost of \$650-\$700,000. In 2017, they recommended that the Fire Department acquire a used military chassis for up fitting as wildland unit to replace Forestry 1 and 3 at an estimated cost of \$75-\$100,00. In addition, MVE recommends a new engine/tanker be outfitted and placed into service, and Engine 4 and Engine 10 be removed and sold. Currently, an option for the town would be to lease a tanker to replace Tanker/Engine 1 and utilize the capital budget to make those yearly payments for 7 years. We anticipate that we will have enough funds in the capital budget in January of 2018 when the current fire truck lease is up. Our final Street Sweeper lease payment was made in July of 2016, our final Univent payment will be made in September of 2017, and the Fire Truck comes off in January of 2018. Having all of those items roll off the capital budget frees up about \$230,000 per year for other expenditures. We anticipate that will be enough to service a 7-year lease for a new tanker/engine.

Discussion Item 7 (c)

Debt Exclusion for DPW and/or Library Projects for May Town Meeting Ballot

On February 28, the Board of Selectmen invited the DPW Building Committee and the Library Building Committee, as well as the Finance Committee in to discuss moving forward with debt exclusions for these two projects. Both the Library Building and the DPW Building Committee indicated to the Board that they were ready to move forward with funding for their projects in May of 2017. Both committees continue to inform the town that the longer these projects are put off, the more expensive they are going to get. At that meeting, the Chair called for an informal vote to get a feel for the room in terms of who supports the projects being put forth together, and who favors them apart on Town Meeting floor. The room was split even about 50/50. It is now up to the Board of Selectmen to decide how to move forward with putting the questions together or separately.

Timing for placing projects on the Ballot:

The Clerk's Office needs the ballot questions in writing and signed from the Board of Selectmen prior to April 13. The Board will need to either vote on those questions tonight or they will have to vote and sign on April 11th at a workshop meeting.

Discussion Item 7 (d)

Recreational Marijuana - Ballot Consideration

As you are aware, the Planning Board is placing an article on the Town Meeting Warrant to consider a moratorium for recreational marijuana. In addition, the Board of Selectmen has discussed placing a Prohibition article on the Ballot. Below is a sample prohibition ballot questions from KP Law.

Sample Ballot:

Shall the Town of Grafton prohibit the operation of all types of marijuana establishments as defined in G.L. c.94G, §1, including marijuana cultivators, marijuana testing facilities, marijuana product manufacturers, marijuana retailers or any other type of licensed marijuana-related businesses, within the Town of Grafton?

Yes or No



TOWN OF GRAFTON

GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519 (508) 839-5335 ext 1100 • FAX (508) 839-4602 www.grafton-ma.gov

BOARD OF SELECTMEN MEETING MINUTES

December 13, 2016 Municipal Center, Conference Room A 7:00 p.m.

A regular meeting was called to order. Present was Bruce Spinney, Sargon Hanna, Jen Thomas, and Brook Padgett. Craig Dauphinais was absent. Also present was Tim McInerney, Town Administrator and Recording Secretary Rebecca Meekins.

Part-time snow plow driver - Charles Mayer

Dave Crouse recommended the appointment of Charles Mayer as a part-time snow plow driver. A motion was made by Mr. Spinney, seconded by Mr. Padgett, to appoint Charles Mayer as a part-time snow plow driver, effective immediately. All members were in favor.

Letter from Charter regarding rate savings

Sargon Hanna, Clerk of the Selectmen, read the letter regarding rate savings for town citizens from Charter.

DPW and Library

Mr. McInerney explained that Bruce Spinney is a member of the DPW Building Committee and Brook Padgett is a member of the Library Building Committee. Mr. Spinney explained that the DPW Building Committee is in value engineering right now and ready to move forward but need a timeline from the Board of Selectmen. The DPW Building Committee will continue doing what they are doing and would like to go to Town Meeting in May. Mr. Padgett explained that the Library Building Committee has been talking about what timeline would work best for financing that would be in the best interest of the town. They would like to see both the projects pass with the lease amount of pain. Mr. McInerney said that we can show a plan for financing for both projects. Jen asked when Library will know about the grant. Mr. Padgett said that it will probably be the summer that we will find out. Mr. McInerney stated that in the approval, their funding depends on their need number. Mr. Padgett stated that everything could go according to plan but the Library still wouldn't be built until 2021 based on that need assessment by the state.

Mr. McInerney gave a short presentation on the financing and stated that the numbers are not exact, but we're assuming they are close. In either financing scenario, you will never be as high as you were in 2013 when the High School came on. Mr. Padgett said that if we were doing this based on politics, then we would do one or the other, but if we are aiming to save the most amount of money, the projects should go together.

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Mr. Spinney said that maybe we put it together and see if it fails. If it does fail, then we can repackage it and go for the individual projects. Mr. Padgett said that for most people who don't care about either project, it is going to be about how much money it costs. Mr. Spinney excused himself from the meeting at approximately 7:30PM.

Mr. Hanna feels that people think that we are doing this because we want it, not because we need it. People think that there is an alternative and we have to show them that there is no alternative, there is no way to make it cheaper. Both the Library Building and DPW Building Committee will be invited in at a future meeting to discuss both projects. Finance Committee will also be invited in at a future meeting to discuss the projects.

Motion to adjourn Brook Padgett at 7:45 PM, seconded by Sargon Hanna. All members were in favor. Meeting was adjourned.

